



ADDENDUM NO. 3

TO: All Prospective Bidders

SUBJECT: BID NO.: 9212-0/17

TITLE: Inmate Uniforms

BID OPENING DATE: 2:00 PM, Wednesday October 5, 2011

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Section 3.0, page 12 add the following technical Specification.

3.16 INMATE JUMPSUIT

One piece, short raglan sleeves, 65/35 poly/cotton, rustproof snaps, one breast pocket, Triple stitched seams with bartack at crotch, pocket and stress points, elastic back, size: XS - 8XL, color: Charcoal Grey, Grey and Navy. Silk screen, centered on the back in 2" letters JAC in white or black (as requested).

Section 4.0 page 25, add the following item.

Item	Five year Estimated Usage	Description	Unit Price	Total
17.	150	Jumpsuit, short sleeve, 65/35 poly/cotton, size XS - XL	\$_____	\$_____
	20	Size 2XL and 3XL	\$_____	\$_____
	5	Size 4XL and 5XL	\$_____	\$_____
	5	Size 6XL thru 8XL	\$_____	\$_____
		TOTAL ITEM 17		\$_____



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All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.



ADDENDUM NO. 2

TO: All Prospective Bidders

SUBJECT: BID NO.: 9212-0/17

TITLE: Inmate Uniforms

BID OPENING DATE: 2:00 PM, Wednesday October 5, 2011

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Section 4.0, page 22, item 10. Five year estimated quantities for; White T-Shirt size 5XL is 5,000 each. White T-Shirt size 6XL is 3750 each. Five year estimated quantities for; White T-Shirt size 7XL is 750.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Abelín Rodríguez CPPB



ADDENDUM NO. 1

TO: All Prospective Bidders

SUBJECT: BID NO.: 9212-0/17

TITLE: Inmate Uniforms

BID OPENING DATE: 2:00 PM, Wednesday October 5, 2011

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Section 4.0, page 22, item 10. Five year estimated quantities for; White T-Shirt size 6XL is 3750 each. Five year estimated quantities for; White T-Shirt size 7XL is 750.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Abelin Rodriguez CPPB



BID NO.: 9212-0/17

OPENING: 2:00 P.M.
Wednesday
October 5, 2011

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

INMATE UNIFORMS

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

SMALL BUSINESS ENTERPRISE MEASURE:.. SEE SECTION 2.0, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:..... SEE SECTION 2.0, PARAGRAPH 2.9
USER ACCESS PROGRAM:..... SEE SECTION 2.0, PARAGRAPH 2.21

FOR INFORMATION CONTACT:

A. Rodriguez at 305-375-4744, or at abelin@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

This solicitation has been set aside for participation by Certified Small Business Enterprises only

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE**

**FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-
RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9212-0/17

Title: INMATE UNIFORMS

Procurement Contracting Officer: A. Rodriguez, CPPB

Bids will be accepted until 2:00 p.m. on October 5, 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1 GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder. The departmental contract manager shall verify the certification(s), license(s), permit(s), etc. for the awarded bidder(s) prior to authorizing work and as needed.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of

perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

2.1 PURPOSE: TO ESTABLISH A CONTRACT

The purpose of this solicitation is to establish a contract for the purchase of inmate uniforms in conjunction with the County's needs on an as needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-Aside)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 PRE-BID CONFERENCE: **Intentionally Omitted**

2.4 TERM OF CONTRACT: 60 MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW: **Intentionally Omitted**

2.6 METHOD OF AWARD: To Three (3) Bidders by Item as Primary, Secondary and Tertiary

Awards will be made up to the three (3) lowest priced responsive, responsible bidders as primary, secondary and tertiary on an item-by-item basis. While the award will be made to multiple bidders to ensure availability, all awarded bidders have the responsibility to perform in accordance with the contract terms. The lowest priced bidder for each item shall be the primary bidder and shall be the first bidder contacted to fill the department's requirements. In the event the primary bidder is unable to fill the order, the secondary bidder will serve as a back-up to the primary and fill the order. In the event the secondary bidder is unable to fill the order, the tertiary bidder will serve as a back-up to the secondary and fill the order.

Failure to meet the contractual obligations of this contract may result in the bidder(s) being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

An Item, is defined as all associated and noted sizes of the same particular article of clothing (i.e. Sizes S-XL and 2XL, 3XL..Etc.). If a required size is not supplied by the manufacturer being proposed this should be noted in the bid document as Not Available. The availability or non-availability of a requested size may affect the award of the item. The County's decision shall be final in these cases.

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1, Paragraph 1.5, Award of Bid Solicitation.

2.7 PRICES

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. The pricing adjustment may be upward or downward but shall not be in excess in the Consumer Price Index, U.S. City Average, all urban consumers, apparel as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212.

It is the vendor's responsibility to request any price adjustment under this provision. For any adjustment to be considered, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current twelve month period. The vendor adjustment request should not be in excess of the relevant pricing index change. Any adjustment received after (90) ninety days from the expiration of the then current twelve-month period may not be considered. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the next twelve-month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder, and/or to terminate the contract with the bidder based on such price adjustments. Adjustments to price may affect the primary secondary position.

2.8 INSPECTION OF COUNTY UNIFORMS: Intentionally Omitted

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SAMPLES AND SPECIFIED DATA

This solicitation's technical specifications reflect the minimum standards the County will accept. A manufacturer's name, and style number may be included in these specifications, this information is being provided for the sole purpose of establishing the level of quality, standard of performance, and design and are in no way intended to prohibit the offer of

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

another manufacturer's items. A product 'equal' to the manufacturer/style shown in the specifications may be considered by the County, the item shall be equal in quality appearance, and standards of performance to the item specified in the solicitation.

The County retains the right to request samples of items bid for its evaluation or testing. At that time the bidder may be required to provide a Letter of Conformance which identifies any aspects of the sample which do not conform to the specifications.

The County shall be sole the judge of equality, based on compliance with the technical specifications, the Letter of Conformance and any other information available and the best interests of the County, its decision in this regard shall be final.

2.10 LIQUIDATED DAMAGES: Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE: Intentionally Omitted

2.12 BID GUARANTY: Intentionally Omitted

2.13 PERFORMANCE BOND: Intentionally Omitted

2.14 CERTIFICATIONS: Intentionally Omitted

2.15 METHOD OF PAYMENT: INVOICES FOR COMPLETED PURCHASES

The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number and/or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

- Invoice number
 - Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

Bidders shall quote prices based on F.O.B. Destination inclusive of freight, demurrage, customs and tariffs charges, and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the ordering department's receiving location.

2.17 DELIVERY SHALL BE FORTY FIVE (45) DAYS AFTER DATE OF ORDER

Bidder shall make deliveries within forty five calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been agreed to between the vendor and the County lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

A: PACKING SLIP/DELIVERY TICKET

Bidders shall enclose a complete packing slip and/or delivery ticket with items to be delivered. The packing slip / delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative upon delivery. The packing slip / delivery ticket shall include, at a minimum: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.18 BACK ORDER ALLOWANCE: Intentionally Omitted

2.19 WARRANTY REQUIREMENTS: Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: A. Rodriguez, at (305) 375-4258 email – abelin@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

(2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

Bidder Compliance

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

SECTION 2
SPECIAL CONDITIONS

INMATE UNIFORMS

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS OR OTHER GOVERNMENTAL ENTITIES

Although this Solicitation is specific to Miami-Dade Corrections and Rehabilitation Department (MDCR), it is hereby agreed and understood that any County department or other governmental agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order may be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.23 IDENTIFICATION OF EACH ITEM

Each item must be clearly identified on the offer submittal pages as to manufacturer, style number, and packaging, as requested, in order to be eligible for award. Use of terms such as, "As Spec" are unacceptable. Failure to provide this information with the offer may result in rejection of the offer.

2.24 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be need of additional sizes or colors of awarded items. Under these circumstances, a representative of the Department of Procurement Management will contact the primary bidder of the affected item to obtain a price quote for the similar items.

Items which have not been previously awarded will be competed among all awarded bidders in accordance with paragraph 2.6. The County reserves the right to award these items to a contract vendor, or to acquire the items through a separate solicitation. The decision of forming a new item or adding a product to an existing item is reserved by the County.

2.25 SUBSTITUTION OF ITEMS DURING TERM OF CONTRACT

Substitute styles may be considered for approval during the contract period for discontinued style. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

SECTION 2
SPECIAL CONDITIONS**INMATE UNIFORMS****2.26 MEASUREMENTS**

Inmate clothing shall be available in sizes Small (S) through eight extra large (8XL).
For purposes of this bid the following approximate measurements shall apply

	SHIRT	PANTS
SIZE	CHEST	WAIST
XS	30-32	26-28
S	34-36	30-32
M	38-40	34-36
L	42-44	38-40
XL	46-48	42-44
2XL	50-52	46-48
3XL	54-56	50-52
4XL	58-60	54-56
5XL	62-64	58-60
6XL	66-68	62-64
7XL	70-72	66-68
8XL	74-76	70-72
9XL	77-82	74-76
10XL	83-86	78-80

SECTION 3
TECHNICAL SPECIFICATION

INMATE UNIFORMS

3.1 SCOPE

This contract is being established to allow Miami Dade County Corrections and Rehabilitation Department (MDCR) to purchase inmate clothing as designated in the specifications. Quantities shown on pages 20 through 31 are estimated usage for a five year period.

3.2 RESIDENT SCRUB SETS

Two piece scrub set. SHIRT – unisex V-neck pullover shirt; short sleeve. PANTS – elastic waist pants, no fly, no drawstring, no pockets. 65/35 Poly/cotton, 3.5 – 4.5oz. poplin or broadcloth, color: Orange, Red, White and Brown. Five thread safety stitch, serge seams, double fold clean finish hems. JT Textile Inc., style 4110, Robinson Textiles, style RTEP/RTVS, Pride Enterprises, Style #2212-01-06, or “Approved Equal.”

SILK SCREEN: SHIRT – Silk screened with “INMATE D.C.J.”, 2” letters in Black, centered horizontally across the back.

PANTS – Silk screened with “INMATE D.C.J.” 2” letters in Black, centered vertically on the outside of the left leg.

3.3 RELEASE SCRUB SETS

Two piece scrub set. SHIRT – V-neck pullover shirt. PANTS – elastic waist pants, no fly, no drawstring, no pockets. 65/35 poly/cotton, 3.5 – 4.5 oz. poplin or broadcloth. Color: any of the following Beige, Black, Mustard Gold, Charcoal Grey or Olive Green. Note: once a color has been awarded it cannot be changed for the term of the contract without prior written approval by MDCR. No silk screening required. Pride Enterprises, Style #2212-01-99 or JT Textiles Style 4110 or “Approved Equal.”

3.4 GYM SHORTS

A. Resident Shorts

Inmate Gym Shorts, 65/35 poly/combed cotton, 7.5 oz. Waistband shall be of 1½” heat resistant woven elastic. Waistband shall be serged and double needle stitched to pants. NO POCKETS and NO DRAWSTRINGS. All seams 3 needle felled. Crotch to be sew serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched, 10” inseams. Colors: Brown, Red, Navy Blue, Orange, White. Pride Enterprises, Style #220405 or Approved equal.

SECTION 3
TECHNICAL SPECIFICATION

INMATE UNIFORMS

SILK SCREEN: Silk screened with the word "INMATE", centered vertically down the side of the right leg. (only when requested). 2" letters in white.

B. Release Shorts

Inmate Release Gym Shorts, may be elastic or drawstring waist, color: any of the following Beige, Black, Mustard Gold, Charcoal Grey, Olive Green. No silk screening required 4 ½" inseam. Price is primary concern with these shorts, item awarded must be available throughout the life of the contract

3.5 DENIM INMATE JACKET

Inmate blue denim jacket, 7.5oz. 65/35, poly/cotton, hip length, preshrunk, heavy duty. Available in sizes up to 7XL. Pride Enterprises, Style #27340603 or Approved equal

CLOSURE: Metal button front

CUFFS: Full length long sleeves

MAJOR SEAMS: Safety-stitched with over-lock for added strength and durability.

LINER: 5 Oz. fleece liner

POCKETS: NO POCKETS

STYLING: Full cut for freedom of movement and added comfort.

SILK SCREEN: Silk screened with "INMATE D.C.J.", 2" letters in white, centered horizontally across the back.

3.6 INMATE SHIRT "SUMTER" (Boot Camp Cadet Uniform)

Five (5) thread safety stitch, surged seams. 2 thread lock-stitch on left breast pocket. Lap shoulder seams. Hemmed clean finish short sleeves and bottom, 5 button front, convertible collar. Pointed 2" contrasting shoulder stripe on each shoulder. Color; Postman Blue with White shoulder stripes. Pride Enterprises #2107-09, or Approved Equal.

FABRIC: 65/35 Poly/cotton twill, 7 oz per yard.

SECTION 3
TECHNICAL SPECIFICATION

INMATE UNIFORMS

3.7 INMATE PANTS “SUMTER” (Boot Camp Cadet Uniform)

Five (5) thread safety stitch surged seams, 2 thread lock-stitch, fabric 65/35, Poly/cotton 7.5oz.per yard, twill, wrinkle resistant. Stitching, 2 back patch pockets, 2 front slant patch pockets, five, 5/8” belt loops, bar-tacked fly and pockets, Button fly front, 1” stripe on each side seam. Un-hemmed bottoms. Color; Blue pant, white stripe. Sizes, 26” – 50” Pride Enterprises #2101-09 or Approved Equal

3.8 INMATE T-SHIRTS

Crew neck, 50/50 cotton/polyester, 5.5 oz. per yard, short sleeve, no pocket, available in both Light Blue and White size S – 5X. No printing required. Hanes 5170, Gildan #8000 or approved equal.

3.9 RELEASE T-SHIRT

Crew neck, 100% cotton, 4.5 to 5.0 oz. short sleeve, no pocket, color: white, no printing required, sizes S-5X. Hanes #4980, Gildan #6400 or approved equal.

3.10 MEN’S BRIEFS

100% pre-shrunk Cotton, elastic waist and leg bands, fully functional fly, color: White, sizes S – 5XL. Pride Enterprises. #2228-04, Robinson Textiles or approved equal

3.11 WOMEN’S BRAS

Sports bra, cotton/lycra, pullover style, color: White, sizes A-D and 32 – 52. Pride Enterprises #2228-30, Robinson Textiles or approved equal

3.12 WOMEN’S BRIEFS

100% pre-shrunk Cotton, elastic waist and leg bands, color: White, sizes 5-16. Robinson Textiles, Anchortex #300112 or approved equal.

SECTION 3
TECHNICAL SPECIFICATION

INMATE UNIFORMS

3.13 SOCKS

Crew type, Polyester/cotton blend, elastic top, color: White, mid-calf, fits men's sizes 7 – 12. Robinson Textiles, Pride Enterprises. #2131-01, Anchortex #300497 or approved equal.

3.14 SANDALS

X-strap sandal, shower shoe. Anchortex #220008, Charm-Tex Inc. or approved equal.

3.15 TENNIS SHOE

Canvas fabric, slip on type, twin elastic gores, non-marking vulcanized rubber sole, color: Navy Blue. Available in whole sizes 3 – 16. Anchortex #201000, Robinson Textiles, Inc. Pride Enterprises #2553-03, Charm-Tex. or approved equal.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
October 5, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	DPM	Date Issued: 9/19/11	This Bid Submittal Consists of Pages 13 through 33
by:ar	Purchasing Division		

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

INMATE UNIFORMS

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE	200-39, 43, 56, 69, 800-48
A. Rodriguez	
	Procurement Contracting Officer

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 27 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE
FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 28 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR
BID NON-RESPONSIVE**

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			RESIDENT SCRUB SETS		
1	104,000	Set	Two piece scrub set, short sleeve V-neck shirt. Elastic waist pants. Size XS - XL, color as specified. Technical Specification 3.2.	\$ _____	\$ _____
a	40,000	Set	Size 2XL	\$ _____	\$ _____
b	30,000	Set	Size 3XL	\$ _____	\$ _____
c	30,000	Set	Size 4XL	\$ _____	\$ _____
d	18,000	Set	Size 5XL	\$ _____	\$ _____
e	18,000	Set	Size 6XL	\$ _____	\$ _____
f	18,000	Set	Size 7XL	\$ _____	\$ _____
g	18,000	Set	Size 8XL	\$ _____	\$ _____
h	12,000	Set	Size 9XL	\$ _____	\$ _____
i	7,500	Set	Size 10XL	\$ _____	\$ _____
			TOTAL ITEM 1		\$ _____
			Manufacturer:		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			RELEASE SCRUB SETS		
2	76,500	Set	Two piece scrub set, short sleeve V-neck shirt. Elastic waist pants. Size XS - XL, color as specified. Technical Specification 3.3.	\$ _____	\$ _____
a	40,000	Set	Size 2XL	\$ _____	\$ _____
b	12,500	Set	Size 3XL	\$ _____	\$ _____
c	12,500	Set	Size 4XL	\$ _____	\$ _____
d	4,000	Set	Size 5XL	\$ _____	\$ _____
e	4,000	Set	Size 6XL	\$ _____	\$ _____
f	2,500	Set	Size 7XL	\$ _____	\$ _____
g	2,500	Set	Size 8XL	\$ _____	\$ _____
h	1,500	Set	Size 9XL	\$ _____	\$ _____
i	1,500	Set	Size 10XL	\$ _____	\$ _____
			TOTAL ITEM 2		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			RESIDENT INMATE GYM SHORTS		
3	3,150	Each	Elastic waistband, color: brown, navy, red, orange, white. Size S - XL. With silk screening of the word INMATE (Technical Specifications 3.4A)	\$ _____	\$ _____
a	1,500	Each	Size 2XL	\$ _____	\$ _____
b	1,500	Each	Size 3XL	\$ _____	\$ _____
c	1,500	Each	Size 4XL	\$ _____	\$ _____
d	900	Each	Size 5XL	\$ _____	\$ _____
e	900	Each	Size 6XL	\$ _____	\$ _____
f	900	Each	Size 7XL	\$ _____	\$ _____
			TOTAL ITEM 3		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			RELEASE GYM SHORTS		
4	28,750	Each	Elastic waistband, color: black, dark gray, mustard gold, olive green. Size S - XL. Without silkscreening (Technical Specifications 3.4B)	\$ _____	\$ _____
a	25,000	Each	Size 2XL	\$ _____	\$ _____
b	22,500	Each	Size 3XL	\$ _____	\$ _____
c	17,000	Each	Size 4XL	\$ _____	\$ _____
d	5,000	Each	Size 5XL	\$ _____	\$ _____
e	3,750	Each	Size 6XL	\$ _____	\$ _____
f	750	Each	Size 7XL	\$ _____	\$ _____
			TOTAL ITEM 4		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			DENIM JACKET		
5	300	Each	100% cotton, color: blue denim. Size S - XL. (Technical Specifications 3.5)	\$ _____	\$ _____
a	75	Each	Size 2XL	\$ _____	\$ _____
b	75	Each	Size 3XL	\$ _____	\$ _____
c	75	Each	Size 4XL	\$ _____	\$ _____
d	75	Each	Size 5XL	\$ _____	\$ _____
e	50	Each	Size 6XL	\$ _____	\$ _____
f	50	Each	Size 7XL	\$ _____	\$ _____
			TOTAL ITEM 5		\$ _____
			Manufacturer:		

			Style No.:		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			INMATE SHIRT "SUMTER"		
6	1,000	Each	65/35 poly/cotton, color; blue with white epaulets, Size S - XL. PRIDE Ent. 2107-09 or approved equal. (Technical Specifications 3.6)	\$ _____	\$ _____
a	200	Each	Size 2XL	\$ _____	\$ _____
b	200	Each	Size 3XL	\$ _____	\$ _____
c	100	Each	Size 4XL	\$ _____	\$ _____
d	75	Each	Size 5XL	\$ _____	\$ _____
e	75	Each	Size 6XL	\$ _____	\$ _____
f	50	Each	Size 7XL	\$ _____	\$ _____
g	50	Each	Size 8XL	\$ _____	\$ _____
h	50	Each	Size 9XL	\$ _____	\$ _____
i	50	Each	Size 10XL	\$ _____	\$ _____
			TOTAL ITEM 6		\$ _____
			Manufacturer:		

			Style No.:		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
			INMATE PANTS SPECIAL SUMTER		
7	1,340	Each	65/35 poly/cotton, color: blue with white stripe. Size 26 -44 Pride Enterprises # 2101-09 or approved equal. (Technical Specifications 3.7)	\$ _____	\$ _____
a	310	Each	Size 46 - 48	\$ _____	\$ _____
			TOTAL ITEM 7		\$ _____
			Manufacturer:		

			Style No.:		

BID SUBMITTAL FOR:
INMATE UNIFORMS

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
8	9,000	Each	T-Shirt, 50/50 cotton/poly, 5.5 oz. per yard, available in both white and light blue, size S-XL. (Technical Specifications 3.8)	\$ _____	\$ _____
a	1,500	Each	Size 2XL	\$ _____	\$ _____
b	500	Each	Size 3XL	\$ _____	\$ _____
			TOTAL ITEM 8		\$ _____
			Manufacturer		
			Style		
9	28,750	Each	T-Shirt, white, 100% cotton, 4.5 oz. size S - XL. (Technical Specification 3.9)	\$ _____	\$ _____
	25,000	Each	Size 2XL	\$ _____	\$ _____
	22,500	Each	Size 3XL	\$ _____	\$ _____
	17,000	Each	Size 4XL	\$ _____	\$ _____
			TOTAL ITEM 9		\$ _____
			Manufacturer		
			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
10		Each	T-Shirt, white, 100% cotton, 4.5 oz. Size 5XL. (Technical Specification 3.9)	\$ _____	\$ _____
		Each	Size 6XL	\$ _____	\$ _____
		Each	Size 7XL	\$ _____	\$ _____
			Manufacturer		

			Style		

			TOTAL ITEM 10		\$ _____
11	22,125	Doz.	Men's white, 100% cotton briefs, sizes S - XL. (Technical Specifications 3.10)	\$ _____	\$ _____
	9000	Doz	Size 2XL - 3XL	\$ _____	\$ _____
	250	Doz	Size 4XL - 5XL	\$ _____	\$ _____
			TOTAL ITEM 11		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
12	1125	Doz	Women's sports bra, white, cotton/lycra, size 32 - 38. (Technical Specifications 3.11)	\$ _____	\$ _____
	250	Doz	Size 40 - 42	\$ _____	\$ _____
	125	Doz	Size 44 - 46	\$ _____	\$ _____
	125	Doz	Size 48 - 52	\$ _____	\$ _____
			TOTAL ITEM 12		\$ _____
			Manufacturer		

			Style		

13	1350	Doz	Women's briefs, white cotton, size 5-13. (Technical Specifications 3.12)	\$ _____	\$ _____
	50	Doz	Size 14 - 16	\$ _____	\$ _____
			TOTAL ITEM 13		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS**

FIRM NAME: _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
14	1,105	Doz	Crew socks, poly/cotton, white, to fit men's sizes 7-12. (Technical Specifications 3.13)	\$ _____	\$ _____
			Manufacturer		

			Style		

15	12,750	Doz	X Strap, sandal, size S-L. (Technical Specifications 3.14)	\$ _____	\$ _____
	7500	Doz	Size XL	\$ _____	\$ _____
			TOTAL ITEM 15		\$ _____
			Manufacturer		

			Style		

**BID SUBMITTAL FOR:
INMATE UNIFORMS****FIRM NAME:** _____

Item Number	Five Year Estimated Usage	Unit of Measure	Description	Unit Price	Total
16	84,000	Pair	Tennis shoes, slip on, twin elastic gores, Navy Blue, non-marking sole, whole sizes 3 - 16 . (Technical Specifications 3.15)	\$ _____	\$ _____
			Manufacturer		

			Style		

**SECTION 4
BID SUBMITTAL FOR:
INMATE UNIFORMS
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE OF OFFICER:** _____

**Bid Title: INMATE UNIFORMS**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days

****“By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract” * (Please see paragraph 1.2 H of General Terms and Conditions)***

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS

FORMAL BIDS



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Revised 2/11/11

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100



SMALL BUSINESS ENTERPRISE PROGRAM (SBE) **(Ordinance 05-29 and Administrative Order 3-41)**

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

Acknowledgement of an Agreement form*

See Appendix for further details.

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

111 NW 1st STREET, 19th FLOOR

MIAMI, FLORIDA 33128

PHONE: (305) 375-3111 FAX: (305) 375-3160

Revised October 2008

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A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

- enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
 10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
 11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
 12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
 13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
 14. *SBD* means the Department of Small Business Development.
 15. *DPM* means the Department of Procurement Management.
 16. *Goods* mean any tangible product, material or supply that is not a service.
 17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
 18. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
 19. *MDC* means Miami-Dade County, Florida.
 20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
23. *Set-aside* means the designation of a given contract for competition among SBEs.
24. *Small Business Enterprise (SBE)* means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
26. *Successful Bidder* means the bidder to which the contract is awarded.
27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W.

1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/sba.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/sba.
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides
 - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
 - c. An SBE may perform 100% of the set-aside with its own workforce.
 - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
 - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.
 - b. The Agreement shall incorporate;
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable
 - c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
 - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
 - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from SBD.
 - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
 - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
 - i. Certificate of Unavailability (Form No. SBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
 - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

- iii. A statement of the bidder's contacts with SBD for assistance in determining available SBEs; and
- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to

comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
 - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
 - d. Failure to timely submit utilization reports;
 - e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - f. Failure to maintain certification;
 - g. Deviations from the SBE agreement without prior approval from SBD;
 - h. Termination of the SBE's agreement without prior approval from SBD;
 - i. Reduction of the scope of work of the SBE subcontract without prior approval from SBD; or
 - j. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD
- I. Administrative Penalties
- Administrative penalties may range from de-certification to debarment.
- J. Appeals Process
- A respondent may initiate the appeals process after administrative penalties are imposed.
- K. APPENDIX
- 1. Forms
 - a. Certificate of Unavailability SBD 502
 - b. Utilization Report SBD 503

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

(Name of Prime Contractor)

(Firm Name)

(Address)

(Telephone No.)

I contacted the _____ to obtain a bid for work items to be

***SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. _____ SBE firm did not respond to the invitation.
- b. _____ SBE firm was not available to work.
- c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

(Prime Contractor Signature)

(Date)

Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

SBD 502

Instructions for the Monthly Utilization Report (MUR)

FINAL: Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

Reporting Period: The period for which the MUR payment information is being submitted

Project Name: The assigned project name as it is identified in the contract documents

Project Number: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Projected Start Date: Notice to Proceed Date or date of work commencement

CSBE Project Measures: Percentage of measure applicable to this project (enter value in appropriate measure type)

Prime Contractor: Name of Awardee, Address and Phone Number

Contract Award Date: Date of contract award

Contract Award Amount: The dollar amount awarded in the contract documents

Change Order Amount: The total dollar value of all approved change orders

Contract Period: Total number of days of Contract as listed in contract documents and all approved Change Orders

% Complete To Date: The Proportion of work that has been completed for this project stated as a percentage

Completion Date: The anticipated date project will be completed

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period

Date Requisitioned: The date requisitioned amount was submitted to MDC

Total Amount Requisitioned to Date: The total dollar amount requisitioned for work performed during reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

Total Amount Paid by MDC: The total amount paid to date by MDC in reporting period for the reporting period

Name of CSBE: The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

Tier (1, 2, 3, 4): The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

Contract Period: The anticipated start and end dates of the subcontractor(s)

Goal % If Applicable: The goal percentage that is being fulfilled by subcontractor(s)

Description of Work: A brief description of the scope of work to be performed by subcontractor(s)

Instructions for the Monthly Utilization Report (MUR)

Signed Contract Agreement: Check if Prime has a signed contract agreement with subcontractor listed.

Contract Amount: The dollar value of Subcontractors' Agreement (if different from SOI, a new SOI must be submitted)

Amount Requisitioned this Period: Actual dollar amount requisitioned by the subcontractor(s) during the listed reporting period

Date of Requisition (from Sub): The date of the requisition submitted by subcontractor for payment during this submittal period

Amount Requisitioned to Date: Total dollar amount requisitioned as of reporting period by the subcontractor(s)

Last Payment: The last dollar amount paid to subcontractor(s) for the reporting period

Last Payment Date: The date of last payment of subcontractor(s) for the reporting period

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

Paid to Date: The total amount paid to the subcontractor(s)

Total: The total of each column where applicable

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information



Acknowledgement of an Agreement Small Business Enterprise (SBE) Program

In response to Miami-Dade County's RFP/RFQ/Bid No. _____, the undersigned hereby acknowledges receipt and accepts the requirements of the applicable SBE subcontractor goal measure to utilize the Small Business Enterprise (SBE) firm(s) listed below; if awarded the contract. **The undersigned must enclose with the bid/proposal submittal a signed SBE Agreement as required by the SBE Participation Provisions.** This form or any other form contained in this solicitation does not represent the 'Agreement' as required by Section 2 of the SBE Participation Provisions.

Name of Prime Contractor/Owner or Authorized Representative

Firm Name

Street Address

Telephone No.

Name of SBE Subcontractor*

SBE Certification No.: _____ Expiration Date: _____

Signature of Prime Contractor/Owner or Authorized Representative

**If multiple SBE firms are to be utilized, please make additional copies as deemed necessary.*

For further information, contact the Department of Small Business Development (SBD) at 305-375-3111.

Department of Small Business Development
Stephen P. Clark Center (SPCC)
111 NW 1st Street, 19th Floor
Miami, Florida 33128
Phone (305) 375-3111 Fax (305) 375-3160

SBD FORM 504